IN THE COURT OF APPEAL OF ZAMBIA **APPEAL NO 8/2019**
HOLDEN AT KABWE
(Civil Jurisdiction)

BETWEEN:

BARCLAYS BANK (Z) PLC **APPELLANT**

AND

FRANK MUTAMBO **1ST RESPONDENT**

MUTAZ LTD **2ND RESPONDENT**

CORAM: KONDOLO, SICHINGA AND SIAVWAPA, JJA

On 16th and 25th October 2019

FOR THE APPELLANT: MR. R. MWANZA OF MESSRS ROBERT AND PARTNERS

FOR THE RESPONDENTS: MR. D. MAZUMBA OF MESSRS DOUGLAS AND PARTNERS

J U D G M E N T

SIAVWAPA, JA, delivered the Judgment of the Court.

Cases referred to

1. *Savenda Management Services Limited v Stanbic Bank Zambia Limited 2014/HPC/0076*
2. *Kitwe City Council v William Ng'uni (2005) ZR 57 SC*
3 *Tournier v National Provincial and Union Bank of England (1924) 1 KB 461*
4. *Christopher Lubasi Mundia v Sentor Motors Limited (1982) ZR 66*

5. *Air France v Mwase Import and Export Company Limited (2000) ZR 66 SCZ Judgment No. 10 of 2000*

6. *Anderson Kambela Mazoka and two others v Levy Patrick Mwanawasa and two others (2005) ZR 138*

Legislation

1. *The Banking and Financial Services Act Cap 387 of the Laws of Zambia*

2. *The High Court Act, Chapter 27 of the Laws of Zambia*

1.0. INTRODUCTION

1.1. This is an appeal against the Judgment of the High Court before the Honourable Mrs. Justice M. K. Makubalo in which she found the Appellant to have breached the duty of confidentiality against the Respondents when it submitted the 1st Respondent's credit data to the Credit Reference Agency (CRA).

2. THE BACKGROUND

2.1. The brief background to the case is that the 1st Respondent is the Director and shareholder in the 2nd Respondent. In 2007, he obtained a facility from the Appellant in his individual capacity in the sum of K50, 000,000.00 (un-rebased).

2.2. In August 2009, the 2nd Respondent also obtained facilities from the Appellant in its corporate name in the sum of K180, 000,000.00 (un-rebased) secured by a legal mortgage.

2.3. The 1st Respondent faced financial challenges in 2009 as a result of which he became inconsistent in meeting his monthly instalments on the facility.

2.4. The 1st Respondent fell into arrears resulting in the Appellant closing the loan account for non-performance and it accordingly submitted credit data to the Credit Reference Bureau (CRB).

2.5. There was however, no default by the 2nd Respondent and as such, its name was not listed for delinquency with the (CRB).

2.6. Between 2013 June and 2014 September, the 2nd Respondent sought to obtain loans from other named credit providers but it was unsuccessful.

2.7. Unsettled by the turn of events, the Respondents commenced an action in the High Court in 2015.

2.8. Both the endorsement on the writ of summons and the statement of claim contain claims as follows:

(1) An order directing the Defendants (Appellant and the CRB) to remove the 1st Plaintiff (1st Respondent) from the list of adverse debtors.

(2) *Damages for loss of business caused by the Defendants (Appellant and CRB) despite several reminders from the Plaintiffs to the Defendants to have them removed from the list of adverse debtors.*

(iii) *Damages for loss of opportunities to borrow from other lending institutions due to the Defendants refusal to remove the Plaintiffs from the list of adverse debtors.*

(iv) *Interest on the amounts to be found due at current Bank lending rate and costs.*

(v) *Any other relief the Court may deem fit.*

2.9. Both the Appellant and the CRB denied being in breach of duty of confidentiality against the Respondents with the Appellant maintaining that the 1st Respondent was in default while CRB stated that it was legally entitled to receive credit data from credit providing institutions.

3. IN THE COURT BELOW

3.1. When the matter came up for hearing before the High Court, only the 1st Respondent gave evidence on his own behalf and on behalf of the 2nd Respondent. His testimony was mainly about the overdraft of K180, 000,000.00 (un-rebased) obtained by the 2nd Respondent in July 2009 and K300,000,000 obtained between 2007 and 2008. The amounts were fully repaid in 2010.

3.2. In 2013, he was informed by the Appellant that the overdraft account was in arrears. His further inquiries with the CRB revealed that the accounts had been fully paid.

3.3. Efforts by the 2nd Respondent to obtain loans from other financial institutions, among them, Eco Bank, and UBA were unsuccessful. He maintained that he was unable to borrow from other financial institutions because of the arrears stated earlier.

3.4. In cross-examination he said that he was aware of the requirement for financial institutions to provide credit data to the CRB. He further said that he paid fully his personal loan on 3rd October, 2013.

3.5. We wish to point out from the outset that throughout his testimony at no point did the 1st Respondent raise the issue of breach of duty of confidentiality. He consistently decried what he termed rejected applications for credit by other financial institutions as a result of the Appellant's having listed him as a delinquent debtor with the CRB.

3.6. We however, note that in the final submissions, counsel for the Respondents ferociously advanced the issue of breach of duty of confidentiality. It was submitted that the Appellant submitted credit data to the CRA contrary to Section 50 of the

Banking and Financial Services Act which prohibits a credit provider from divulging confidential information to a third party without express consent of the client.

3.7. Counsel for the Appellant however, raised a preliminary issue to have the submissions struck out for being filed out of time. The learned Judge heard the arguments in support and in opposition and opted to incorporate the ruling in the Judgment.

4.0. **THE JUDGMENT OF THE COURT BELOW**

4.1. The learned Judge opened her Judgment by rendering an un reserved apology for the delayed delivery of the Judgment. The reason offered for the delay is that the learned Judge decided to await the outcome of the appeal to the Supreme Court in the 'celebrated' case of *Savenda Management Services Limited v Stanbic Bank Zambia*[1], after forming the opinion that facts of the case before her were on all fours with those in the *Savenda* case.

4.2. According to the learned Judge, she later realized that the two cases were not on all fours in so far as the remedies sought were concerned. She formed the view that while the reliefs sought in the *Savenda* case lay in negligence, the same was not the case with the case before her.

4.3. Having said that, the learned Judge considered the material before her in form of pleadings, oral and documentary evidence as well as final submissions and formulated the following questions:

(i) Were the Plaintiffs in default of liquidating their respective facilities with the 1st Defendant?
(ii) Was the 1st Defendant justified to refer the Plaintiffs' credit data to the 2nd Defendant?
(iii) Was the 2nd Defendant justified in listing the Plaintiffs as delinquent debtors?

4.4. Before answering the above questions the learned Judge addressed the application to expunge the Plaintiffs' final submissions for being filed out of the time set by the Court. She resolved the matter in favour of the Plaintiffs on account that she had the unfettered discretion whether or not to accept submissions based on the case of *Kitwe City Council v William Ng'uni*[2].

4.5. She accordingly allowed the submissions on her view that they were helpful in determining what she termed; "the real questions of controversy" and deemed the submissions to have been filed within time. In her interpretation, she understood the use of the phrase "submissions to be filed by" to mean "days before or somedays after".

4.6. Although this grammatical exposition is not part of the issues for determination, we wish to state that the learned Judge was mistaken in her understanding of the phrase. The correct position is that where it is ordered that something should be done by a certain date or time, the import is that the set time or date is the latest that activity should be done and not beyond that time.

4.7. In responding to the submissions by Counsel for the Appellant in which he opposed the introduction of un-pleaded matters, the learned Judge found that there was no objection by the Appellant when evidence on un-pleaded matters was called later during submissions. According to the learned Judge, in line 17 at page 23 of the record of appeal, the evidence was referred to when it was brought out that the 2nd Appellant had failed to borrow money thereby causing it to lose business. She thereby concluded that the action before her did not lie in negligence but that it was an action for breach of duty of confidentiality which required no particular action.

4.8. Upon returning to the formulated questions, the learned Judge answered the first question in the affirmative by stating that there was clear evidence that the 1st Plaintiff had defaulted from August 2009. She also found that the 1st Plaintiff had become inconsistent in repayments after August 2009. The

learned Judge further found it as a fact that the 2nd Plaintiff had liquidated its debt while the 1st Plaintiff still had arrears by 23rd December 2010 in the sum of K19, 731.29.

4.9. At page 25 line 3 of the record of appeal, the learned Judge stated as follows;

"It can be seen from the sequence of the events highlighted above that even if the payments were inconsistent after August 2009; the Plaintiffs were still committed to their loan obligations."

4.10. She found comfort in Clause 7 of the loan agreement between the Appellant and the 2nd Respondent at page 71 of the record of appeal. The Clause is reproduced hereunder;

> ***"Default interest will be calculated at a percentage rate per annum equal to the aggregate of 5% per annum, the Margin and the Base Rate 24%. By accepting the offer constituted in this offer letter, you agree that the default interest represents a reasonable pre-estimate of the Bank's losses arising by reason of any default on your part."***

4.11. On the second question, the learned Judge considered Section 50 of the Act which provides for the maintenance of the

confidentiality of the relationship between banker and customer which is however, modified by exceptions set out therein.

4.12. Having reproduced the exception as set out in the case of *Tournier v National Provincial and Union Bank of England* [3], the learned Judge went on to state that she found nothing warranting the Appellant to disclose inaccurate data of the customer to the CRB.

4.13. It was the learned Judge's finding that the Appellant submitted inaccurate credit data to the CRB as the Respondents were not in actual breach of their loan repayment agreement. She found that it was inaccurate to submit that the Respondents were delinquent debtors.

4.14. The learned Judge then went on to award damages to the Respondents for loss of opportunities to borrow and consequent loss of business on account of the letters from named financial lending institutions declining to extend credit facilities to the 2nd Respondent.

4.15. As for the CRB, the learned Judge found it with no contractual liability to the Respondents for want of any contractual relationship between it and the Respondents. She further found that the CRB was mandated by law to receive and make

available on request positive and negative credit data from and to financial service providers.

4.16. Having found the Appellant liable for submitting inaccurate credit data against the Respondents to the CRB, the learned Judge ordered that the Respondents be delisted from the list of adverse debtors immediately.

5.0. **THE APPEAL**

5.1. Dissatisfied with the outcome, the Appellant lodged into court a Notice of Appeal and Memorandum of Appeal containing five grounds of appeal on 16th November, 2018.

5.2. The first ground, which contains three sub-grounds, in essence attacks the learned Judge for using material not pleaded and not being part of the evidence to award all the claims made by the Respondents.

5.3. The second ground faults the learned Judge for failing to recognize that the Appellant was by law required to report the 1st Respondent's credit status to the CRB.

5.4. In the third ground the complaint is that the learned Judge wrongly placed the 1st Respondent and the 2nd Respondent in the same pot when considering their indebtedness and the submission of credit data to the CRB.

5.5. The fourth ground is closely linked to the second although it adds the dimension of the learned Judge's purported wrong interpretation of the two letters of 16th June and 23rd December 2010 as implying that the Respondents were not in default at the time the credit data was submitted to the CRB.

5.6. In ground five, the learned Judge is criticized for awarding damages to the Respondents based on the letters from other credit providers rejecting loan applications in view of the fact that submitting credit data does not amount to black-listing. It is further argued that there was no evidence to the effect that the refusal to provide loans to the 2nd Respondent was due to the listing of the 1st Respondent as an adverse debtor.

6.0. **OUR ANALYSIS**

6.1. The issues in contention as highlighted in the grounds of appeal and the heads of argument are as follows;

1. Did the Court below rely on un-pleaded matters to award the remedies granted?
2. Did the Appellant submit inaccurate credit data to the CRB?
3. Was the 2nd Respondent denied credit by other financial institutions due to the credit data submitted to CRB by the Appellant?

6.2. We wish to state here that other than the ground on pleadings, the rest of the grounds are against findings of fact by the Court below which, as an appellate court, we do not lightly interfere with unless not supported by the evidence and therefore, perverse.

7.0. **PLEADINGS**

7.1. The argument that the learned trial Judge relied on un-pleaded matters to found the remedies she granted to the Respondents brings into question the validity of the entire Judgment. The Appellant has argued that whereas the statement of claim seeks to have the Respondents removed from the list of adverse debtors, the learned trial Judge found that the Appellant was in breach of its duty of confidentiality to the Respondents. Based on that finding, the learned Judge went ahead to award damages and ordered the de-listing of the Respondents as claimed.

7.2. We have noted from the claims listed in the writ of summons and the statement of claim that the remedy for delisting is not based on breach of duty of confidentiality. The next two remedies, namely damages for loss of business and loss of opportunities to borrow are premised on the Appellant's alleged refusal to delist the Respondents.

7.3 We have also scanned with keen interest the whole statement of claim and we found no paragraph that speaks to breach of duty of confidentiality. We further went to the record of proceedings in the Court below and found nothing in the testimony of the 1st Respondent, who was the only witness that refers to the breach of duty of confidentiality.

8.0 **THE LAW**

8.1. It is trite law that pleadings in civil matters are of paramount importance as they define the arguments and the remedies sought. It has further been stated in a plethora of cases that parties are bound by their pleadings.

8.2. In the case of *Christopher Lubasi Mundia v Sentor Motors Limited*[1], the Supreme Court of Zambia had the following to say;

> ***"Any departure from the cause of action alleged or relief claimed in the pleadings should be preceded, or at all events, accompanied by the relevant amendments so that the exact cause of action alleged and relief claimed shall form part of the court's records....Pleadings should not be deemed to be amended. They should be amended in fact".***

8.3. In the case of *Air France v Mwasa Import and Export Company Limited (2000)*[5] Ngulube CJ; as he then was, stated as follows;

> ***"The learned trial Judge went round the evidence of PW2 by finding him to have been an agent of the carrier. This was contrary to the pleadings by both parties and above all contrary to the law.....The ground of appeal against the finding that Hill and Delamain were agents for the carrier in the preparation of the airway bill had merit given also that the learned trial Judge was not at liberty to ignore the pleadings and the evidence wherein was common cause".***

8.4. In the case of *Anderson Kambela Mazoka and two Others v Levy Patrick Mwanawasa and two Others*[6]; the Supreme Court of Zambia held inter alia as follows:

> ***"The function of pleadings is to give fair notice of the case which has to be met and to define the issues on which the Court will have to adjudicate in order to determine the matters in dispute between the parties. Once the pleadings have been closed, the parties are bound by their pleadings and the Court has to take them as such".***
>
> ***"In case where any matter not pleaded is let in evidence and not objected to by the other side, the***

Court is not and should not be precluded from considering it. The resolution of the issue will depend on the weight the Court will attach to the evidence of un-pleaded issues".

"This however does not mean that we condone shoddy and incomplete pleadings. Each case must be considered on its own facts. In a proper case, the Court will always exclude matters not pleaded more so where an objection has been raised."

8.5. On the strength of the cases cited above it is manifestly clear that the only way a trial Judge can consider matters not pleaded is where an amendment to the pleadings has been made or where the issues not pleaded have been proffered in evidence and not objected to by the other party.

8.6. In this case, the learned Judge, after considering the evidence and the submissions, she placed reliance on the case of *Anderson Kambela Mazoka* (Supra) and stated as follows;

"In casu, there was no objection when evidence was called on un-pleaded matter but was only brought out quite late in the submissions. This is in the matter where evidence was particularly referred to the 2nd Plaintiff's failure to borrow money and loss of business when the pleadings referred to both the Plaintiffs. Be as it may, I will proceed in the manner

the pleadings have been cast" (Page 23 lines 15-20 in the record of appeal).

8.7. Having said as above, in the next paragraph of her Judgment in lines 21-23 at page 23 and lines 1 and 2 at page 24 of the record of appeal the learned Judge stated as follows;

> ***"Having said the foregoing, I emphasize that this action does not lie in negligence but it is an action for breach of duty of confidentiality and hence there was no need to particularize the alleged evidence as the rules of the pleadings do not demand that the alleged breach of confidentiality should be particularly set."***

8.8. We find the proposition espoused by the learned Judge astonishing in that not only is it a departure from the law earlier outlined on pleadings but it is also a contradiction of her previous statement that she would proceed in the manner the pleadings were cast.

8.9. From the above statement by the learned Judge, it is clear that she chose to substitute the claim for delisting as set out in the pleadings with a claim for breach of duty of confidentiality which does not appear in the pleadings. In her own words the learned Judge stated that the claim for breach of duty of

confidentiality was raised albeit late in the submissions and that no objection had been raised.

8.10. We find the position taken by the learned Judge to be at variance with the law for the reason that submissions are neither part of pleadings nor evidence. The clear guidance given by the Supreme Court as stated earlier is that un-pleaded matters can only be considered by a trial Court if included by amending the pleadings or, if raised in evidence and not objected to by the other party. Where the matter is objected to by the other party the Court can still use its discretion to allow the matter if it considers it useful for the resolution of the issues in contention.

8.11. We therefore, wish to make it absolutely clear that submissions are not an avenue for raising issues not pleaded but only serve to outline the evidence that a litigant believes the Court should consider for the ends of justice to be met.

8.12. We also take particular interest in the reason that the learned Judge advanced for the delayed delivery of the judgment as that she was awaiting the Judgment of the Supreme Court in the *Savenda* case *"so that I could not go astray from the Court's pronouncement on that case."*

8.13. Sadly however, we note that the learned Judge may have just missed or misapprehended the position taken by the Supreme Court in the Judgment she was waiting for when interpreting Section 13 of the High Court Act.

8.14. At J87 paragraph 120 of the said Judgment, the Supreme Court had the following to say;

> ***"This reasoning by the Court of Appeal ignores the fact that in exercising the powers vested upon it by Section 13, the High Court must not; of its own volition seek out authorities that create new reliefs or remedies for one party at the expense of another. The power which Section 13 of the High Court Act creates is limited to that of the Court investigating if alternative remedies and relief are available from the pleadings and evidence deployed before it as opposed to suggesting from a vacuum fresh remedies or reliefs."***

8.15. And in the very next paragraph, 121, the Court went on to say as follows;

> ***"For the avoidance of doubt, the Appellant did not plead breach of duty of confidentiality and neither did it deploy any evidence to that effect in the High Court. Further the evidence led in the High Court***

did not suggest, any breach of duty of confidentiality on the part of the Respondent. But the learned High Court Judge, of his own motion brought in the issue of want of consent by the Appellant for the referral of its credit data to the CRB, which the Appellant neither pleaded nor alluded to in its evidence".

8.16. We have no doubt in our minds that had the learned trial Judge addressed her mind to this part of the Judgment by the Supreme Court, she would have come to the inevitable conclusion that breach of duty of confidentiality was not raised in the evidence for her to exercise her discretion on whether or not to consider it.

8.17. It seems to us that the learned Judge was carried away by the submissions on behalf of the Respondents which were misplaced for not dealing with the issues pleaded. Section 50 of the Banking and Financial Services Act was at no time invoked or alluded to in the pleading and the evidence.

8.18. The evidence on the wrong listing of the 1st Respondent as a delinquent debtor is based on the assertion that at the time of such listing, neither the 1st nor the 2nd Respondent was in arrears. There is no argument or suggestion that the listing was done without the consent of the 1st Respondent. It was

therefore, clear misdirection on the part of the trial Judge to rely on the submissions on behalf of the Respondents to change the cause of action upon which the action was founded and to go on to grant the remedies as claimed.

8.19. But even assuming that there was default on the part of the Appellant with regard to obtaining the express consent of the 1st Respondent prior to the submission of credit data to the CRB pursuant to Section 50 of the Act, the Supreme Court of Zambia, again in the *Savenda* case, did pronounce itself affirmatively on the effect of the Bank of Zambia directive of 2008 on the requirement for consent under Section 50 of the Act.

8.20. The Bank of Zambia directive of 10th December, 2008 is addressed to all credit providers and it is couched as follows;

> ***All financial service providers shall:-***
>
> ***(i) at all times use the services of a credit reference agency before granting credit to any customer and;***
>
> ***(ii) submit credit data to a credit reference agency in respect of all credit granted to a customer after the coming into force of the directive.***
>
> The directive was made pursuant to Section 125 of the Banking and Financial Services Act.

8.21. Section 50(1) of the Act makes it mandatory for a Bank or Financial Institution and their principal officers to maintain confidentiality of all information which is confidential and not to divulge it. The exception to the mandate is where consent of the customer is obtained among others. Subsection (c) also exempts the Bank or Financial Institution from that requirement when the information is required by the Bank of Zambia in carrying out its functions under the Act.

8.22. The full list of exceptions was further revealed in the case of Tournier *v National Provincial and Union Bank of England* (Supra) being;

a) Disclosure by compulsion of Law
b) Disclosure under duty to the public interest
c) Disclosure under the Bank's own interest
d) Disclosure under the customer's approach.

8.23. The Respondents have argued that the circumstances of their case did not come under any of the above set out exceptions.

8.24. We will not delve into that defence given the position we have taken suffice to bring alive what the Supreme Court said on the effect of the Bank of Zambia directive on Section 50 (1) of the Act;

"The meaning we have given to the foregoing Section is that it gives power to the Bank of Zambia to issue among other things, directives such as the directive 2008 for the purposes of the proper administration and operationalization of the Act. The effect therefore, of the insurance of the directive No. 4 of 2008 was to invoke the provisions of Section 50(1) (c) of the Banking and Financial Services Act and compel Banks as credit providers to resort to and to provide credit data to a credit agency. It thus did away with the requirement of providing a written statement at the time of accessing credit to a customer by a credit provider".

8.25. The Court went further in paragraph 145 to state as follows;

"The holding we have made in the preceding paragraph does not ignore the provisions of the code on confidentiality but rather agrees with them."

8.26. The issuance of the said directive by the Bank of Zambia thus made it mandatory for credit providers to submit credit data to Credit Reference Agencies which directive the Supreme Court held to have acquired the force of law. It follows therefore, that the requirement to obtain express consent from a

customer by a credit provider before submitting credit data to a CRA, has been rendered redundant.

8.27. This is not to ignore the provisions of the Banking and Financial Services Act, Credit Data (Privacy) Code in particular Clauses 4.1 and 4.2 which stipulate that the provisions of the code do not affect the application of the law of confidentiality in relation to credit data. Clause 4.2 specifically provides as follows;

> ***"Without prejudice to the generality of 4.1 above, a credit provider shall provide confidential information about the customer in accordance with the provisions of Section 50 of the Act".***

8.28. It follows therefore, in our view, that the Appellant in this case committed no wrong when it provided credit data in respect of the 1st Appellant without seeking his consent pursuant to Section 50 (1) of the Act as read together with the Bank of Zambia directive 2008.

8.29. With all that we have said, we find merit in ground 1 of the appeal.

9.0. **DEFAULT**

9.1. This appeal has also revolved so much around whether or not the 1st Respondent defaulted on his debt before his credit data was submitted to the CRB.

9.2. In the first place, the Bank of Zambia directive 2008 does not mandate credit providers to only submit to CRA data of default. The mandate is to provide both positive and negative data which then acts as an information centre for all credit providers to investigate the credit profile of their prospective customers.

9.3. In her Judgment, the learned Judge accepted it as a fact that the 1st Respondent defaulted on his repayment schedules such that by December 2010 his debtor's account was in arrears to the tune of K19, 731.29.

9.4. The data that was submitted in respect of the 1st Respondent is as exhibited on pages 101 and 102 of the record of appeal. At page 102, it shows that the first time the account was listed as a performing account was on 6th December, 2012 and as a non-performing account on 19th November, 2013. The date the last payment was made is 19th June 2013.

9.5. We note further that according to the letter exhibited from page 115 to 116 of the record of appeal in particular at page

116 paragraph 1 which letter is dated 8th October, 2014, the outstanding balance of K19,731.29 was paid by the 2nd Respondent on behalf of the 1st Respondent in October, 2013.

9.6. What is noteworthy is that the said letter which was written by the 2nd Respondent acknowledges that prior to October 2013, the 1st Respondent was in default. This squarely defeats the argument that as at the time of listing with the CRB, the 1st Respondent had cleared the arrears since the 1st listing was on 6th December 2012.

9.7. We are therefore of the firm position that the 1st Respondent did default on his personal loan before he was listed as a delinquent debtor. Consequent to the position we have taken, the learned Judge was wrong to find that that Appellant submitted inaccurate credit data in respect of the 1st Respondent as that finding flies in the teeth of the evidence on the record.

10.0. **CONCLUSION**

10.1. Having dealt with the first ground and having come to a settled view that the learned Judge erred in law and in fact when she, of her own volition, substituted the pleaded issue with the un-pleaded issue or claim for breach of duty of confidentiality, we find no value in considering the other grounds which have been rendered otiose.

On the basis of our position on ground one, the appeal is allowed and the remedies granted to the Respondents are set aside.

Costs here are awarded to the Appellant to be taxed in default of agreement.

M.M. KONDOLO, SC
COURT OF APPEAL JUDGE

D.L.Y. SICHINGA
COURT OF APPEAL JUDGE

M.J. SIAVWAPA
COURT OF APPEAL JUDGE